

December 16, 2010

GLORIA L. FRANKLIN, CLERK  
U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA



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Signed: December 16, 2010

  
ALAN JAROSLOVSKY  
U.S. Bankruptcy Judge

Attorneys for JPMC SPECIALTY MORTGAGE LLC F/K/A WM SPECIALTY MORTGAGE  
LLC

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA - SANTA ROSA DIVISION

In re

JEFFREY A HILL,

Debtor.

Case No. 09-12325-AJ

Chapter 13

R.S. No. JBA - 1826

ORDER GRANTING MOTION FOR  
RELIEF FROM AUTOMATIC STAY

DATE: November 10, 2010  
TIME: 9:00 AM  
CTRM: Santa Rosa Courtroom

Northern District of California - Santa Rosa  
Division  
United States Bankruptcy Court  
99 South "E" Street  
Santa Rosa, CA 95404-6524

The above-captioned matter came on for hearing on November 10, 2010, at 9:00 AM, in the Santa Rosa Courtroom, upon the Motion of JPMC Specialty Mortgage LLC f/k/a WM Specialty Mortgage LLC ("Movant"), for relief from the automatic stay of 11 U.S.C. § 362, to enforce its interest in the property of Jeffrey A Hill ("Debtor") commonly known as 17402 Greenridge Road, Hidden Valley Lake, California 95467 (the "Real Property"), which is legally described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS  
EXHIBIT A AND INCORPORATED HEREIN.

Appearances as noted on the record.

1 Based on the arguments of counsel, and good cause appearing therefor,

2 IT IS HEREBY ORDERED:

3 1. Unless Debtor makes one post petition payment by November 17, 2010, the  
4 automatic stay of 11 U.S.C. § 362, shall be terminated as it applies to the enforcement by  
5 Movant of all of its rights in the Real Property under Note and Deed of Trust, and pursuant to  
6 applicable state law;

7 2. If Debtor makes one post petition payment by November 17, 2010, relief shall be  
8 granted if Debtor is not post petition current by December 10, 2010.

9 3. If Debtor is post petition current by December 10, 2010, the terms shall be as  
10 outlined below.

11 4. Debtor shall tender regular monthly payments in the amount of \$1775.46 to  
12 Movant, which amount is subject to change, pursuant to the terms of the subject Note (the  
13 "Note"), commencing January 1, 2011, and continuing until all such outstanding amounts under  
14 the Note are to be paid in full. Payments are to be remitted to: Chase Home Finance, LLC at  
15 Mail Stop OH4-7133, 3415 Vision Drive, Columbus, OH 43219.

16 5.. The reasonable attorneys fees and costs incurred by Movant in the amount of  
17 \$1,150.00 shall be paid through the Debtor's Chapter 13 Plan pursuant to an amended proof of  
18 claim to be filed by Movant.

19 6. In the event of any future default on any of the above-described provisions,  
20 inclusive of this Order, Movant shall provide written notice to Debtor Jeffrey A Hill at 17402  
21 Greenridge Road, Hidden Valley Lake, California 95467, and to Debtor's attorney of record,  
22 Daniel B. Beck, at 2681 Cleveland Ave. Santa Rosa, CA 95403, indicating the nature of the  
23 default. If Debtor fails to cure the default with certified funds after the passage of ten (10)  
24 calendar days from the date said written notice is placed in the mail, then Movant may file an Ex  
25 Parte Declaration of Non-Cure and an Order Terminating the Automatic Stay with the court.  
26 Upon entry of said Order Terminating the Automatic Stay, the automatic stay shall be  
27 immediately terminated as to Movant, and Movant may proceed to foreclose its security interest  
28 in the Real Property under the terms of the Note and Deed of Trust and pursuant to applicable

1 state law and thereafter commence any action necessary to obtain complete possession of the  
2 Real Property without further order or proceeding of this Court.

3 7. The acceptance by Movant of a late or partial payment shall not act as a waiver of  
4 Movant's right to proceed hereunder.

5 8. The 14-day stay provided by Bankruptcy Rule 4001 (a)(3) is waived;

6 9. Post-petition attorney's fees and costs for the within motion may be added to the  
7 outstanding balance of the subject Note as allowed under applicable non-bankruptcy law;

8 10. Upon foreclosure, in the event Debtor fails to vacate the Real Property, Movant  
9 may proceed in State Court for unlawful detainer pursuant to applicable state law;

10 11. Upon entry of this Order, the Chapter 13 Trustee shall cease making payments in  
11 regard to Movant's claim filed in this bankruptcy case;

12 12. Movant may offer and provide Debtor with information re: a potential  
13 Forbearance Agreement, Loan Modification, Refinance Agreement, or other Loan Workout/Loss  
14 Mitigation Agreement, and may enter into such agreement with Debtor. However, Movant may  
15 not enforce, or threaten to enforce, any personal liability against Debtor if Debtor's personal  
16 liability is discharged in this bankruptcy case; and

17 13. This Order shall be binding and effective despite any conversion of this  
18 bankruptcy case to a case under any other chapter of Title 11 of the United States Code.

19  
20 \*\* END OF ORDER \*\*  
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## **Exhibit A**

### **DESCRIPTION:**

THE FOLLOWING DESCRIBED REAL PROPERTY IN THE UNINCORPORATED AREA OF THE COUNTY OF LAKE,  
STATE OF CALIFORNIA:

LOT 44, BLOCK 1, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "HIDDEN VALLEY LAKE, UNIT NO. 7", FILED IN  
THE OFFICE OF THE COUNTY RECORDER OF SAID LAKE COUNTY ON MARCH 7, 1969, IN BOOK 10 OF TOWN MAPS  
AT PAGES 88 TO 95, INCLUSIVE.

**APN:** 142-181-07